

Our Side Of The Table

Official Publication Of Librarians Affiliated With The
University Council - American Federation Of Teachers, AFL-CIO

Bargaining Bulletin No.4

April 3, 1984

1. MEETINGS: The University Federation of Librarians (UFL) Bargaining Team met six times with the University's team, February 23-24, March 5-6 and 19-20, 1984.
2. THE UFL TEAM included Joyce Toscan (LA), Chief Negotiator; Miki Goral (LA), Chronologer; Phil Hoehn (B), UFL Chair; Justine Roberts (SF); Sylvester Klinicke (I); Barbara Robinson (R); Charlie Shain (B); Peter Vigil (D); and Tom Martin, California Federation of Teachers (AFT).
3. ACCOMPLISHMENTS (PARTIAL):
 - A. GROUND RULES. Agreement was reached on February 24. Four librarians will be on release time. Meetings will normally take place in Berkeley.
 - B. NONDISCRIMINATION CLAUSE. Standard contract language provides that an employer will not discriminate against employees for their personal and public actions. The University refuses to include among protected activities of librarians "political" or "union" activities. Across the table the University spokespersons claimed they wished to reserve the right to discriminate on these grounds. UFL considers this a violation of librarians' academic freedom, and in violation of principles described in the ALA Bill of Rights and the AAUP's position on academic freedom. In spite of the UFL's listing of several contracts from major universities with clauses prohibiting discrimination on the basis of political and union activities, the University has refused to date to modify their doctrinaire position.
 - C. SICK LEAVE. After lengthy discussion, the University has withdrawn its objection to librarians spending accrued sick leave on the various approved purposes, without numerical quotas under each category (i.e., personal illness, care of family, bereavement). The staff manual has these numerical restrictions. However, none exist in the current Academic Personnel Manual, which applies to librarians and other academic appointees.
 - D. FILES. The UFL asked that librarians be granted access to their personnel action files and review (merit, promotion) files, with the single exception of material solicited under the seal of confidentiality for review purposes. (The AFT has a court case challenging the confidentiality of the text of such letters, minus the name and identifying material.) The UFL also asked that librarians be notified when new material is to be added to their file. The University's position is that: (a) librarians can ask to look at their files at any time; (b) librarians can ask if there is any confidential material; and (c) if there is, librarians can ask for a summary of each confidential piece. The University claims that it is too much trouble to notify librarians of additions, and that it is not necessary, given a, b, and c. The UFL suggests that any librarian interested in the contents of his/her personnel action file, or review file, now ask their library personnel officer, or other appropriate person, to show him/her their files.
 - E. GRIEVANCE PROCEDURE. The UFL presented its position which included the right to grieve articles in the proposed agreement and "past practices". It is impossible to codify all conditions which presently enable librarians to carry out their responsibilities. These are the "common law" at work. The UFL's grievance procedure would culminate in outside binding arbitration by a

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neutral third party as the final step in resolving grievances. Appealing to higher authority within the University has shown the uselessness of an internal procedure. Lower authority is virtually always upheld regardless of the merits of the case. The University listened to this initial UFL presentation and asked questions. The University then made its initial presentation on this subject.

WHAT IS THE MEANING OF "SECOND TIER"?

The University has proposed that the UFL and the University agree to a labor contract (a "first tier") covering wages and working conditions. The University has offered to negotiate another agreement (a "second tier") concerning "governance" and "professional issues". The labor contract would be enforceable through the grievance procedure. The second agreement ("second tier") would not be grievable through the regular procedures.

- F. ACADEMIC VICE CHANCELLORS MEETING. On March 6th the UFL was invited to present its general position on collective bargaining with the University, such views to be transmitted to a meeting of University Academic Vice Chancellors scheduled for March 7th. Chief Negotiator Toscan prepared these remarks after discussion with the UFL bargaining team:

"The UFL sees these negotiations as a method of codifying the small gains made over the last ten years. We are extremely aware of how fragile these gains are, and especially because of the vast differences in rights and responsibilities given to librarians on the campuses, how dependent librarians are on the personality or the perception of librarians and their status held by those with power on a given campus.

"We are not unaware of the benefits that have accrued to librarians during these years. However, we would like to remind you that without the librarians' work, commitment, and dedication, two of our libraries would not be ranked first and second, or second and third (depending upon the poll) in the country. The quality of the library staff has never been higher. Librarians have a commitment to the libraries and to the University. Many of us are graduates of the University, many have children attending the University. All of us have a professional interest in having the U.C. libraries keep their high ratings. We have had some of our colleagues become heads of other prestigious institutions, and as such, have contributed to the development of a 'U.C. network' across the country.

"These gains have occurred in a relatively short time--primarily in the last decade--as we made the official transition to being academic employees. We sometimes believe we are in a "Catch 22" situation with the restrictions of staff appointees often applied to us, and the expectations of the heavy demands and responsibilities of academics being gladly assumed. Librarians teach classes, publish substantial works, do research, and make decisions that affect the instructional and academic mission of the University. Moreover, we do this at the same time our profession is being revolutionized by the introduction of new technologies, communication forms, and automation.

"We received our first research funds in 1980 from the President of the University. We determined a fair division of the funds and allocated them. In subsequent years, there was so much pressure that the funds were allocated by the campuses, and we wound up with one campus getting zero funds (Santa Barbara) and one with \$15,000, and one of the two largest receiving \$5,000 (Berkeley). The academic demands of those librarians on the campuses with no funds did not lessen, nor did the librarians want to be relieved of these expectations. However, this inequality of support, plus the disparate treatment of librarians, plus the full knowledge that the benefits could be withdrawn and the academic pressures increased purely by administrative fiat, were among the main reasons for unionization.

"Over the years, we have become relatively sophisticated in differentiating between reality and vague generalities which fade away when touched. We are aware that we have the possibility of forming a unique agreement with the University of California. The University's proposal for a two-tier

concept is interesting. Many of the problems perceived by the University are the direct result of a strange unit determination for the librarians. The two-tier proposal at this time, has some serious drawbacks. The entire key to possibly having the second tier work would be an effective enforcement mechanism, especially since many of the professional and governance issues are to be in the second tier according to the University's proposal. The contract is enforced by law; the second tier is not. We have had the experience of campus administration constricting or expanding an agreement depending upon whether or not they perceived librarians to be full-fledged academic appointees.

"Somehow, in order for the UFL to seriously consider the University's two-tier concept, the University, the campuses, and especially the Academic Vice Chancellors who have responsibility for academic appointees, are going to have to give an answer to this enforcement problem. 'Trust me' is not an adequate safeguard.

"What we are trying to do with this contract is to achieve final recognition throughout the entire University of our rights and responsibilities as academic appointees. To do this, we need from the University assurances of adequate safeguards and economic support, just as we assure the University that we will fulfill our academic commitments."

4. FUTURE MEETINGS. The next scheduled meetings are for April 10-11, 16-17, and 23-24. If you would like to attend any of these meetings please contact your campus bargaining team members. All meetings are at Berkeley.

UNIVERSITY FEDERATION OF LIBRARIANS, *affiliated with:*

**UNIVERSITY COUNCIL - American Federation of Teachers
The Union for Faculty, Academic and Professional Employees**

MEMBERSHIP APPLICATION

I wish to join the University Council - AFT, and authorize it to represent me in my employment relationship with the University of California in order to promote my economic and general welfare.

Name (Please print) _____ /Campus _____
Dept. _____ Title _____
Mailing Address _____ City _____ Zip _____
Campus Phone _____ Home Phone _____
Signature _____ Date _____

You can either have your dues deducted automatically from your paycheck on a monthly basis or we will send a bill to your home address each quarter and you mail in your dues. Check which you prefer.

- ☐ A monthly payroll deduction (we will send you the UC payroll form to sign)
☐ A quarterly bill (provide your home address)

UC - AFT dues are $\frac{3}{4}$ of 1 percent of monthly gross salary (a minimum of \$4 per month).

P.S. Union dues are tax deductible.

Please return this form to:

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